

June 1989

Literature Review

Katina Strauch
Against the Grain

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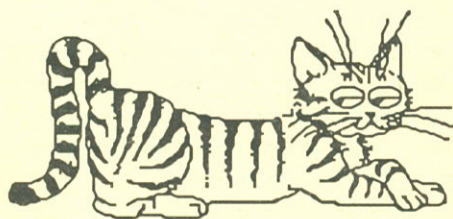
Bet
You
Missed It!
continued . . .

Let There Be Cats. Part 2

"A Reverent Cat," from a correspondent in Kuala Lumpur, in *The Economist*, March 11, 1989, 38.

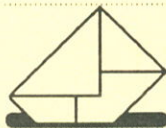
Cats obviously seem to catch the imaginations of news teams! This time there's a praying one in a Buddhist temple in Kuala Lumpur and the devout believe that it is "a reincarnation of a person who practised Buddhism in a previous life." But the temple is afraid of "sensationalism and emphasizes that the cat is also an everyday mother-of-three." So..have you hugged your cat today?

Katina Strauch
College of Charleston



FOR YOUR INFORMATION

Have you seen *Preview, Professional and Reference Literature Review* (ISSN: 0899-9821) from Mountainside Publishing, Inc.? Vol 1, No. 12 was published December 1988.



The Charleston Advisor

Answers to questions from the last issue of *Against the Grain*

Regarding the purchase of foreign language materials by small colleges, says **Jane Baldwin**, North Carolina State University: Foreign language materials aren't hard to get if you know what and how to order. She also suggests that we form a group to discuss procurement of foreign materials for libraries. Is anyone besides Katina and Jane interested?



And about the contract regarding copying of materials, **Karen Schmidt**, University of Illinois, Urbana, comments: "Our legal counsel here on the Urbana campus advises us not to become entangled in these matters. We regularly cross this kind of statement out before we sign them. Some contracts even specify that the person signing will be held personally responsible for any copying (or whatever is forbidden). In any case, we will not agree to any indemnification clause. We have had only one problem so far, with a CD-ROM product. The publisher/producer protested at first, but later agreed."

And **William M. Hannay** of the Chicago law firm of Schiff Hardin & Waite in Chicago, Illinois, comments on the current state of the copyright law as it applies to libraries.

"The United States Supreme Court considered the general topic of library copying in the 1975 case of *Williams & Wilkins Co. v. United States*, but was unable to reach any consensus. Following lengthy debates in Congress, a special provision covering libraries was

added as part of the 1976 Copyright Act. That complex provision -- Section 108 of the Act -- authorizes copying by libraries in a limited number of circumstances so long as there is no 'purpose of direct or indirect commercial advantage.' In general, I would not expect a provision in a publisher's contract that prohibits 'copying' to be interpreted as prohibiting the type of conduct authorized under Section 108. Nor would I expect it to be interpreted as prohibiting an individual from copying selected pages to use in research under the well-recognized doctrine of 'fair use.' Libraries should familiarize themselves with Section 108 and consult counsel in case of any doubt as to its applicability."



Are y'all paying attention??

Do you have any other Questions and Issues for the Charleston Advisor

And coming soon, I hope, a comment on "licensing agreements."

Some new issues:

Is anyone out there allocating serials money by departments and or allowing books and serials money to be divied up (is that how you spell it?) by departments? I know a lot of libraries do dividing up for book funds, but how about serials?

See what you get when you force me to use my own questions?

